ground of consanguinity; in absence of express provision to the contrary, that right is not prejudiced by the artificial relation created by adoption. *Wagner* v. *Varner*, 50 Iowa, 532; *Clarkson* v. *Hatton*, 143 Mo. 47, 44 S. W. 761. See *In re Darling's Estate*, 159 Pac. 606, 607 (Cal.). The adoption does not place the child in a position as of the blood of the foster parents so as to give a general right to inherit. *In re Burnett's Estate*, 219 Pa. 599, 69 Atl. 74; *Wallace* v. *Noland*, 246 Ill. 536, 92 N. E. 956; *Hockaday* v. *Lynn*, 200 Mo. 456, 95 S. W. 585. However, as in the principal case, adoption statutes generally confer a right to inherit from the adopting parent. *Gilliam* v. *Guaranty Trust Co.*, 186 N. Y. 127; *Ryan* v. *Foreman*, 262 Ill. 175. Such right exists, even though after the death of the adopting parent the child is readopted. *Cf. Russell's Adm'r* v. *Russell's Guardian*, 14 Ky. L. R. 236; *Patterson* v. *Browning*, 146 Ind. 160, 44 N. E. 993. But if prior to the death of the foster parent that statutory status is abrogated, all rights and obligations existing because of that status would seem to be at an end, including the statutory right to inherit.

BANKRUPTCY — PROPERTY PASSING TO TRUSTEE — CHOSES IN ACTION — ASSIGNMENT OF FUTURE BOOK ACCOUNT. — The owner of an established business made an assignment to the plaintiff, as security for a loan, of book accounts to come into existence in connection with that business. *Held*, that equity would not enforce this assignment against the trustee in bankruptcy of the assignor. *Taylor* v. *Barton-Child Co.*, 117 N. E. 43 (Mass.).

A mortgage of after-acquired chattels, unless the mortgagee has taken possession, is not enforceable in Massachusetts. *Jones* v. *Richardson*, 10 Metc. (Mass.) 481. The decision in the principal case is based on an analogy between the assignment of a *chose in action* and a mortgage of chattels. Legal title to chattels to be subsequently acquired cannot be transferred without further action of the parties. Taking the view that the assignment of a *chose in action* is the transfer of a legal right, this would be as true of a *chose in action* as of a chattel, and the same rules should apply to each. But if an assignment merely creates an irrevocable power of attorney to collect, there seems to be no reason why such a power cannot be given as well for a future as a present debt, on the same rules applied to future as to present assignments. See Samuel Williston, "Transfers of Personal Property," 19 HARV. L. REV. 557, 562. But the doctrine of the principal case has been generally followed. Most American jurisdictions, following the English rule, hold a mortgage of future property to be enforceable in equity whether or not the mortgagee has taken possession. *Holroyd* v. *Marshall*, 10 House of Lords Cases 191; *Mitchell* v. *Winslow*, 2 Story (U. S.) 630. In such jurisdictions an assignment like that in the principal case is enforceable in equity as against the general creditors of the assignor. *Tailby* v. *Official Receiver*, 13 A. C. 523; *Burdon Cent. Sugar Refin. Co.* v. *Payne*, 167 U. S. 127; *Field* v. *City of New York*, 6 N. Y. 179.

COMMON LAW — STATUTES — PROCEEDINGS *IN FORMA PAUPERIS*. — The statutes of California make no provision for proceedings *in forma pauperis* and require payment of certain costs in advance. Upon application for leave to sue *in forma pauperis held*, that power to allow such a proceeding is inherent in common-law courts and exists unless expressly taken away by statute. *Martin* v. *Superior Court*, SAN FRANCISCO RECORDER, October 18, 1917. See Notes.

CONFLICT OF LAWS — JURISDICTION FOR DIVORCE — EXTRATERRITORIAL EFFECT OF DIVORCE — DOMICILE OF MARRIED WOMAN. — The husband left the wife in New York, alleging her cruelty as cause, and went to Maine to secure a divorce. The Maine court subsequently granted him a decree upon mere constructive service of the wife. She now sues for a divorce in New

York. *Held*, that the Maine decree is not a bar to the action. *Rontey* v. *Rontey*, 166 N. Y. Supp. 818.

A decree rendered at the domicile of the libellant — when not also the matrimonial domicile — upon mere constructive service of the libellee is not binding on other states by virtue of the "full faith and credit" clause of the federal Constitution. *Haddock* v. *Haddock*, 201 U. S. 562. But *cf. Ditson* v. *Ditson*, 4 R. I. 87. But most states recognize such a decree on principles of comity. *Gildersleeve* v. *Gildersleeve*, 88 Conn. 689, 92 Atl. 684; *Felt* v. *Felt*, 59 N. J. Eq. 606, 45 Atl. 105, 49 Atl. 1071; *Howard* v. *Strode*, 242 Mo. 210, 146 S. W. 792; *Shafer* v. *Bushnell*, 24 Wis. 372. *Contra*, *People* v. *Shaw*, 259 Ill. 544, 102 N. E. 1031. New York, however, has consistently refused to recognize the extra-territorial validity of such decrees. *People* v. *Baker*, 76 N. Y. 78; *Tysen* v. *Tysen*, 140 App. Div. 370, 125 N. Y. Supp. 479. In the principal case the court asserts that even where the husband was justified in separating from the wife, the state of the husband's new domicile cannot render a decree binding on other states. This view seems untenable, for it is the law even in New York that when the wife is at fault her domicile follows that of her husband. *Hunt* v. *Hunt*, 72 N. Y. 217; *Loker* v. *Gerald*, 157 Mass. 42, 31 N. E. 709. *Contra*, *Chapman* v. *Chapman*, 127 Ill. 386, 21 N. E. 806. See J. H. Beale, "Domicile of a Married Woman," 2 So. L. Quar. 100. And clearly a decree at the domicile of both parties is entitled to "full faith and credit" in other states. *Cheever* v. *Wilson*, 9 Wall. (U. S.) 108. The New York court admits the validity of this reasoning where the wife abandons the husband without cause. *North* v. *North*, 47 Misc. Rep. 180, 93 N. Y. Supp. 512; aff'd, 111 App. Div. 921, 96 N. Y. Supp. 1138. No sufficient reason appears for distinguishing from that case one where the wife, by her cruelty, gives the husband cause to separate from her. *Cf. Gleason* v. *Gleason*, 4 Wis. 64. The result may be supported, however, since the court fortifies its conclusion by finding that in fact the allegation of the wife's cruelty was untrue. The contrary determination of this fact by the Maine court is not binding on the New York court when the domicile of the wife and, as a result, the validity of the Maine decree are in question. *Haddock* v. *Haddock*, *supra*.

Constitutional Law — Due Process of Law — Limitation of Police Power — Prohibition of Employment Agencies. — A Washington statute made it a crime to take a fee from any person seeking employment for furnishing him with employment or information leading thereto. *Held*, that the statute violates the due process clause of the Fourteenth Amendment. *Adams* v. *Tanner*, 37 Sup. Ct. Rep. 662.

It has long been settled that a business may be prohibited and property confiscated without infringing on due process where the object is to secure the health or safety of the community. *Slaughter-House Cases*, 16 Wall. (U. S.) 36; *Mugler* v. *Kansas*, 123 U. S. 623; *Austin* v. *Tennessee*, 179 U. S. 343. The power of a state to forbid and suppress any business or use of property injurious to the morals of the community is also well established. *Booth* v. *Illinois*, 184 U. S. 425; *Otis* v. *Parker*, 187 U. S. 606; *Murphy* v. *California*, 225 U. S. 623. Legislation prohibiting a particular kind of business, not intrinsically harmful, because of the tendency to defraud the public in its exercise, has likewise been held constitutional. *Powell* v. *Pennsylvania*, 127 U. S. 678; *Plumley* v. *Massachusetts*, 155 U. S. 461. *Contra*, *People* v. *Marx*, 99 N. Y. 377. See Freund, Police Power, § 62. Anti-trust laws, avowedly interfering with the liberty of contract, enacted to further the general economic welfare of the community, have also been held not to violate the due process clause. *National Cotton Oil Co.* v. *Texas*, 197 U. S. 115; *Northern Securities Co.* v. *United States*, 193 U. S. 197. Finally, the Supreme Court went so far as to hold that statutes in effect prohibiting the sale or use of trading stamps